

causes of action arising out of or related to any injury to or death of any person, or loss of or damage to property, to the extent same result from or arise out of the negligent or wrongful acts or omissions of such other Party or third party or its agents or employees.

7.6 Each Party shall maintain, at its own expense, the insurance coverages described in **Exhibit E-1** attached to and incorporated by reference in this Agreement, subject to such other or additional requirements as may be agreed between the Parties depending on the final terms of the Railroad Agreement or as may be required by the Railroad thereunder, or such other coverages as agreed to by the Parties in writing, insuring the members of its governing board, and its officers, employees and agents, and with respect to the Project, except for worker's compensation coverage, naming the other Parties, the members of their governing boards and their officers, employees and agents as additional insureds. The insurance policies shall incorporate a provision requiring the giving of written notice to the other Parties at least thirty (30) days prior to the cancellation, nonrenewal, or reduction in limits of liability by endorsement, change in deductible per claim, or change in limits or exclusion of any such policies.

7.7 Every contractor retained by the Parties or a Party to perform construction or maintenance on the Project shall be required before commencing work to provide and maintain at his/its sole cost and expense commercial general liability insurance with coverages and policy provisions as described in **Exhibits E-2-A** and **E-2-B** attached to and incorporated by reference in this Agreement, or such other coverages as agreed to by the Parties in writing.

7.8 If the Parties utilize an engineer or other design consultant to perform inspection or design services on the Project, the engineer or consultant shall, prior to commencing its services, be required to provide and maintain at his/its sole cost and expense, commercial general liability and professional (errors and omissions) liability insurance with coverages and policy provisions as described in **Exhibit E-3** attached to and incorporated by reference in this Agreement, or such other coverages agreed to by the Parties in writing.

7.9 If and as required by the Railroad, during the entire period of construction, major repair, reconstruction or replacement of the Overpass Structure, the Parties shall obtain on behalf of their contractors, or shall require their contractors and subcontractors to so provide and maintain, insurance for the benefit of the Railroad as describe in **Exhibit E-4** attached to and incorporated by reference in this Agreement or such other coverages as required by the Railroad.

7.10 The Parties shall provide such other and additional insurance coverages as they shall mutually agree in writing, the Parties acknowledging that with the passage of time required insurance amounts or coverage may increase or change. Allocation of responsibility for payment of the cost of such coverages shall also be as agreed by the Parties in writing.

7.11 The indemnification and other obligations of the Parties contained in this Agreement are not intended to constitute a waiver and shall not constitute a waiver of any immunities or defenses which the Parties have under the statutes of the State of Illinois or at common law.

8. DEFAULT

8.1 A Party shall be deemed to be in default under this Agreement if such Party shall have failed to perform any of its obligations under this Agreement and shall have failed to cure such breach within ten (10) days after notice of such breach shall have been given to such defaulting Party or, if due to the nature of the breach such breach cannot be completely cured with said ten (10) day period, such defaulting Party does not commence to cure such breach within said ten (10) day period and diligently and uninterruptedly pursue such cure to completion.

8.2 In the event of a default by a Party the other non-defaulting Parties shall have the right at their sole discretion, to:

8.2.1 Take such action as is necessary to cure the default themselves, in which event the defaulting Party shall pay to each non-defaulting Party immediately upon demand the amount of money expended by such non-defaulting Party to effect such cure, plus interest at the rate then imposed by the Local Government Prompt Payment Act of the State of Illinois ; or

8.2.2 Bring an action for and obtain specific performance by the defaulting Party of the obligation, in which event the defaulting Party shall not raise or plead as a defense in such action the argument that the non-defaulting Parties have an adequate remedy at law for recovery of damages resulting from such breach.

9. TERM, TERMINATION, EXTENSION AND DISTRIBUTION OF UNUSED FUNDS

9.1 Unless sooner terminated or extended as hereinafter provided, the term of this Agreement shall be for a period of twenty-five (25) years commencing on the date of this Agreement and expiring on the twenty-fifth anniversary thereof (the "Original Term").

9.2 This Agreement may be terminated prior to the expiration of the Original Term as follows:

9.2.1 Upon the written agreement of all of the Parties to terminate the Agreement.

9.2.2 Upon termination in accordance with Paragraph 4.3 or 4.4 of this Agreement, above.

9.2.3 Pursuant to a final, non-appealable court order.

9.3 This Agreement may be extended by and in accordance with the written agreement of the Parties.

9.4 Upon the termination of this Agreement prior to commencement of construction of the Project, whether pursuant to Paragraph 4.3 or 4.4 of this Agreement or otherwise:

9.4.1 The Administrative Party shall take such actions as it deems necessary or expedient to satisfy and pay, from the fund established pursuant to Paragraph 5.3 of this Agreement, all obligations and liabilities related to the funding of the Project, including but not limited to consulting, professional, engineering, and (if allowed by law) legal fees.

9.4.2 Each Party at the time of such termination shall:

9.4.2.1 share equally with all the other Parties in all of the costs and expenses of terminating the Agreement including without limitation the payment and satisfaction of all expenses, costs and liabilities incurred prior to the date of termination associated with applying for funding for the Project and with the administration by the Administrative Party of this Agreement and the Project; and

9.4.2.2 remain liable for and obligated to satisfy and/or perform all of its liabilities and obligations under this Agreement accruing prior to the date of termination.

9.4.3 The Administrative Party shall pay the balance of the monies remaining in the fund established pursuant to Paragraph 5.3 of this Agreement, if any, to the Parties and Non-Party Contributors who have paid contributions for the Project prior to the date of termination of this Agreement, pro rata in accordance with the ratio that each Party's or Non Party Contributor's paid contribution bears to the total of all such paid contributions.

9.5. If, after total completion of the construction of the Project, there are any monies remaining in the fund established pursuant to Paragraph 5.3 of this Agreement, the Administrative Party shall disburse such monies to the Parties and Non-Party Contributors in accordance with **Schedule 6** attached hereto and made a part hereof.

9.6 Upon the termination or expiration of this Agreement after construction of the Project has been completed:

9.6.1 The Administrative Party shall take such actions as it deems necessary or expedient to satisfy and pay, from the fund established pursuant to Paragraph 5.3 of this Agreement, all obligations and liabilities related to the funding of the Project, including but not limited to consulting, professional, engineering, and (if allowed by law) legal fees and relating to the construction, maintenance, repair and reconstruction of the Project prior to the date of termination or expiration of this Agreement.

9.6.2 Each Party at the time of such termination or expiration shall:

9.6.2.1 share equally with all the other Parties in all of the costs and expenses of terminating the Agreement including without limitation (a) the cost of removal of the Project if none of the Parties or any third party agrees to assume the continued maintenance of the Project and associated obligations thereof the

Project, (b) the payment and satisfaction of all other expenses, costs and liabilities incurred prior to the date of termination associated with the administration by the Administrative Party of this Agreement and the Project and the maintenance, repair and reconstruction of the Project; and

9.6.2.2 remain liable for and obligated to satisfy and/or perform all of its liabilities and obligations under this Agreement accruing prior to the date of termination. or expiration

9.6.3 The Administrative Party shall disburse to the Parties and Non-Party Contributors any remaining monies in the fund established pursuant to Paragraph 5.3 hereto in accordance with Schedule 6 attached hereto and made a part hereof.

Notwithstanding anything contained in this Paragraph 9 to the contrary, if this Agreement is terminated pursuant to Paragraph 4.3 or 4.4 of this Agreement, above, each Party shall only be responsible for payment of a maximum amount of \$191,806.75, subject to such additional payments as may be agreed as described in Paragraph 4.5 of this Agreement..

10. ADDITIONAL TERMS OF THE AGREEMENT

10.1 Subject to Paragraph 10.2, below, if any Party wishes to relinquish and convey its ownership or other interest in the Project or the Park Overpass Property or School Overpass Property, or any other property on which any portion of the Project is located, to a third party, and the third party wishes to assume such interest, the third party receiving such interest shall agree to assume the responsibilities under this Agreement of the Party conveying such interest with respect to the property so conveyed, only, and such conveyance shall be subject to the approval of the other Parties, which approval shall not be unreasonably withheld. In determining whether such approval should be granted or withheld it shall be reasonable for the other Parties to consider among other things, whether or not the proposed third party transferee is and will be financially capable of carrying out and is otherwise likely to carry out the assumed responsibilities of the transferor Party under this Agreement. If the other Parties withhold their approval, the transferor Party may still convey such interest if the transferor Party agrees, in a writing delivered to the other Parties, to retain and be responsible for all of its obligations under this Agreement.

10.2 If any Party wishes to relinquish and convey to a third party its ownership interest in the Project, only, or its interest in the Project as part of a sale or conveyance of any other property on which any portion of the Project is located, the other Parties shall have the right of first refusal to purchase the conveying Party's interest in the Project for the sum of Ten Dollars (\$10.00) as follows: the Party seeking to convey its interest shall notify the other Parties of that fact and shall give the other Parties thirty (30) days within which to notify the conveying Party of the exercise of their right of first refusal, which notification must be accompanied by a check payable to the conveying Party in the amount of Ten

Dollars (\$10.00). In the event of such conveyance the rights and obligations of the conveying Party with respect to the Project under this Agreement shall cease as of the effective date of such conveyance. In the event the other Parties do not exercise their right of first refusal as provided in this Paragraph 10.2, the conveying Party shall have the right to convey its interest in the Project to a third party subject to and in accordance with Paragraph 10.1, above.

10.3 This Agreement shall be approved by resolution or ordinance and executed for and on behalf of each of the Parties by a duly authorized officer thereof.

10.4 Certified copies of said resolutions or ordinances shall be attached hereto and made a part hereof as evidence of the authority exercised by the undersigned officers of the Parties.

10.5 This Agreement shall become effective upon the date it is fully executed by all of the Parties.

10.6 The period of this Agreement may be shortened or extended by written agreement of the Parties.

10.7 This Agreement may be amended or modified only by written instrument, dated subsequent to the date hereof, signed by all of the Original Parties and duly authorized by their respective governing Boards.

10.8 A memorandum of this Agreement may be prepared and recorded by any Party, at such Party's cost and expense, provided the other Parties review and approve said memorandum prior to its recording.

11. ENTIRE AGREEMENT

11.1 This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior negotiations, representations or agreements, either written or oral.

11.2 The Parties acknowledge that subsequent agreements or modifications to existing agreements may be necessary to set forth the functional details of the Project, and agree to cooperate in taking all actions necessary or desirable to carry out the intent and purposes and effectuate the provisions of this Agreement, so long as such subsequent agreements or modifications to existing agreements do not conflict with any rule of, or jeopardize any funding to be received from, any agency granting funds with respect to the Project.

12. NOTICES

Any notice required by the provisions of this Agreement shall be mailed to:

Wheaton Park District
666 South Main Street
Wheaton, Illinois 60187
Attn: Director

Community Unit School District 200
130 West Park Avenue
Wheaton, Illinois 60187
Attn: Superintendent

13. GOVERNING LAWS

This Agreement shall be governed by the laws of the State of Illinois as to interpretation and performance.

IN WITNESS WHEREOF, the Parties set their hands and seals as of the date indicated below.

WHEATON PARK DISTRICT

BOARD OF EDUCATION OF COMMUNITY
UNIT SCHOOL DISTRICT 200

By: _____
Jeffrey R. Cook, President
Wheaton Park District
Board of Commissioners

By: _____
Andrew Johnson, President
Board of Education of
Community Unit School District 200

Attest:

Attest:

Secretary

Secretary

Date: _____

Date: _____

INDEX TO EXHIBITS AND SCHEDULES

<u>EXHIBIT/SCHEDULE</u>	<u>DESCRIPTION</u>
1.....	Phase I Cost Sharing Agreement
2.....	Phase I and Phase II Shares Paid
3.....	Phase III Shares Committed
4.....	Calculation of Maximum Amount to be Contributed by Parties
5.....	Complete Explanation of Funding of Project – All Sources
6.....	Calculation of Amounts to be Returned to Parties and Non-Party Contributors
A.....	Project Description
B-1.....	Project Map
B-2.....	Project Site Plan
C-1.....	Legal Description of Park Overpass Property
C-2.....	Legal Description of School Overpass Property
D-1	Reciprocal Easement Agreement
D-2.....	Form of Quit Claim Deed for Manchester Access Parcel
D-3.....	Cooley Access Easement Agreement
D-4... ..	Temporary Construction Access and Equipment and Materials Storage License
E-1	Insurance to be Maintained by the Parties
E-2-A.....	Insurance to be Maintained by Contractors During Major Work
E-2-B.....	Insurance to be Maintained by Contractors During Routine Work
E-3.....	Insurance to be Maintained by Engineers, Architects
E-4.....	Insurance Required by Railroad of Contractors and Sub-contractors
E-5.....	Form of Construction Easement Agreement

SCHEDULE 1 – PHASE I COST SHARING AGREEMENT

SEE ATTACHED

September 12, 1995

Dr. James Travis, Community Unit School District 200
Mr. Gary King, DuPage County
Ms. Betty Gloyd, Metra
Mr. Don Rose, City of Wheaton
Mr. Herb Wehling, Milton Township Supervisor
Mr. Wilbert Hageman, DuPage County Fair Association

Subject: **Wheaton C&NW Pedestrian Overpass & Connecting Trails Federal Aid
Enhancement Project - Wheaton Park District**

Dear Local Agency Sponsor:

We now have final commitment from the Wheaton Park District, Community Unit School District 200, DuPage County, Metra, City of Wheaton, Milton Township and DuPage Fair Association (collectively LOCAL AGENCIES) to fund the local match cost for the Pedestrian Overpass Project near Monroe School in the City of Wheaton (the PROJECT). In addition, the Illinois Department of Transportation (IDOT) has approved the Phase I Engineering Scope of Work as submitted by CEMCON, Ltd. (ENGINEER) to the Wheaton Park District (WPD).

The development of an Intergovernmental Agreement for Pedestrian Overpass Ownership & Maintenance involving the WPD, Community Unit School District 200 and Milton Township is still in progress; however, the Illinois Department of Transportation (IDOT) has indicated that we can proceed with the execution of the Engineering Agreement with the ENGINEER so that we can continue to move ahead with the project.

The WPD, as lead local agency, is the only local signatory to the engineering agreement with IDOT. As such, the WPD will be responsible for payment of 100 percent of the invoices submitted by the ENGINEER as Phase I Engineering work is completed. The WPD will in turn seek reimbursement from IDOT for the Federal (80 percent) share of cost and from the LOCAL AGENCIES based on their proportionate share of the remaining Local Match (20 percent) cost (FAIR SHARE), as determined by the ratio of funds each has pledged to the total commitment of all LOCAL AGENCIES as shown in Table 1, on the following page.

Table 1 C&NW PEDESTRIAN OVERPASS PH I ENGINEERING FAIR SHARE LOCAL MATCH ALLOCATION			
AGENCY	LOCAL AGENCY TOTAL PROJECT FUNDING COMMITMENT	FAIR SHARE PH I ENGINEERING LOCAL MATCH ALLOCATION	ANTICIPATED MAX. LOCAL FAIR SHARE OF PH I ENGINEERING (1)
Wheaton Park District	\$50,000	29.33%	\$3519.60
School District 200	\$50,000	29.33%	\$3519.60
DuPage County	\$25,000	14.66%	\$1759.20
Metra/C&NW	\$15,000	8.80%	\$1056.00
City of Wheaton	\$13,000	7.62%	\$ 914.40
Milton Township	\$12,000	7.03%	\$ 843.60
DuPage Fair Association	\$ 5,500	3.23%	\$ 387.60
TOTAL:	\$170,500	100%	\$12,000.00
Based on IDOT Approved Phase I Engineering Cost of \$60,000 and a 20 percent local match, for a total local agency cost of \$12,000.			

The LOCAL AGENCIES agree to reimburse the WPD for their FAIR SHARE of total Phase I Engineering costs incurred by the WPD within thirty (30) days of receipt of invoice from the WPD. The original ENGINEER'S invoice(s) will be submitted with the request for payment.

This Agreement contains the entire and only agreement between the LOCAL AGENCIES respecting FAIR SHARE allocation of Phase I Engineering costs for the PROJECT; any representation, promise or condition, written or verbal, not incorporated herein shall not be binding on any of the parties. Furthermore, nothing in this Agreement binds any party to subsequent engineering or construction phases or the on-going ownership, maintenance, operation or liability of the PROJECT.

An executed copy of this Agreement will serve as your acceptance of the terms and conditions herein. Please sign and return this Agreement, and we will return a copy of the executed Agreement to you.

Sincerely,

Robert Dunsmuir
Director/Secretary
Wheaton Park District

Accepted this 12th day of
September, 1995.
Wheaton Park District

By: 

Accepted this 14th day of
September, 1995.
DuPage County

By: 

Accepted this 13th day of
September, 1995.
City of Wheaton

By: 

Accepted this 3rd day of
October, 1995.
DuPage Fair Association

By: 

Accepted this 13th day of
September, 1995.
Community Unit School District 200

By: 

Accepted this 22nd day of
September, 1995.
Metra

By: 

Accepted this 15th day of
September, 1995.
Milton Township

By: 

SCHEDULE 2 - PHASE I AND PHASE II SHARES PAID

<u>Agency</u>	<u>Phase I Share Paid</u>	<u>Phase II Share Paid</u>
Wheaton Park District	\$3,519.60	\$46,480.40
Board of Education of Community School District 200	\$3,519.60	\$46,480.40
DuPage County	\$1,759.20	\$23,240.80
City of Wheaton	\$914.40	\$12,085.60
Milton Township	\$843.60	\$11,156.40
DuPage County Fair Association	\$387.60	\$00.00*
Union Pacific Railroad	<u>\$00.00</u>	<u>\$00.00**</u>
TOTALS	\$10,944.00	\$139,442.80

*No further payments expected from DuPage County Fair Association

**Letter from Union Pacific Railroad dated December 29, 1994 stated original contribution of \$15,000; letter from Union Pacific Railroad dated December 7, 2004 stated additional contribution of \$26,400 (see Schedule 3), but indicated all contributions would not be paid until construction of Project completed.

SCHEDULE 3 - PHASE III SHARES COMMITTED

<u>Agency</u>	<u>Phase III Share</u>
Wheaton Park District	\$90,000
Community School District 200	\$90,000
City of Wheaton	\$37,000
Union Pacific Railroad	\$26,400
DuPage County	<u>\$90,000</u>
TOTAL	\$333,400

**SCHEDULE 4 - CALCULATION OF MAXIMUM AMOUNT
TO BE CONTRIBUTED BY PARTIES**

Estimated total cost of Project as of 2003		\$2,350,000.00
Phase I Shares and Phase II Shares Paid (See Schedule 2)	\$150,386.50	
Plus Railroad commitment for Phase I and II (See Schedule 2)	\$15,000.00	
Federal Highway Administration Funds TEA-21	\$1,881,000.00	
Illinois Dept. of Natural Resources Bikeways Grant	\$200,000.00	
TOTAL FUNDS PAID OR COMMITTED AS OF 2003	\$2,246,386.50	<u>(\$2,246,386.50)</u>
Parties agreed funding shortfall as of 2003		\$103,613.50

Maximum contribution by Parties:

Wheaton Park District Phase I and Phase II Shares Paid (See Schedule 2)	\$50,000.00
Wheaton Park District Phase III Share committed (See Schedule 3)	\$90,000.00
Wheaton Park District ½ of agreed funding shortfall as of 2003 (See above)	<u>\$51,806.75</u>
Wheaton Park District Maximum Contribution	\$191,806.75
 CUSD 200 Phase I and Phase II Shares Paid (See Schedule 2)	 \$50,000.00
CUSD 200 Phase III Share committed (See Schedule 3)	\$90,000.00
CUSD 200 ½ of agreed funding shortfall as of 2003 (See above)	<u>\$51,806.60</u>
CUSD 200 Maximum Contribution	\$191,806.75

SCHEDULE 5
COMPLETE EXPLANATION OF FUNDING OF PROJECT, ALL SOURCES

Elements of cost:

Construction	\$2,540,000.00
Phase I Type Size Loc.	\$50,326.00 (Paid)
Supp. Soil Borings	\$11,138.00 (Paid)
Phase II Design	\$183,126.00 (Paid)
Supp. Soil Borings	\$13,421.00 (Paid)
Construction Supervision	<u>\$90,000.00</u>

Total Estimated cost of the project as of July, 2004

\$2,888,311

Initial contributions already paid or committed by local government and other agencies:

Wheaton Park District	\$50,000 (paid)
Community Unit School District 200	\$50,000 (paid)
DuPage County	\$25,000 (paid)
Union Pacific Railroad, formerly the Chicago and Northwestern Railroad	\$15,000 (committed)
City of Wheaton	\$13,000 (paid)
Milton Township	\$12,000 (paid)
DuPage County Fair Association	<u>\$388 (paid)</u>

TOTAL	\$165,388	\$165,388
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Federal Highway Administration Funds TEA-21	\$1,881,000
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Illinois Department of Natural Resources Bikeway Grant	\$200,000
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Wheaton Park District/Community Unit School District 200, per Intergovernmental Agreement (up to)	\$103,612
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TOTAL 2002 COMMITTED FUNDS	\$2,350,000.00	\$2,350,000.00
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Committed additional contributions from local government and other agencies since September, 2004, as of March 23, 2005:

Wheaton Park District	\$90,000
Community Unit School District 200	\$90,000
City of Wheaton	\$37,000

Union Pacific Railroad	\$26,400		
DuPage County	<u>\$90,000</u>		
TOTAL	\$333,400	\$333,400	
Illinois Commerce Commission Grade Crossing Protection Fund Grant		<u>\$240,000</u>	
TOTAL FUNDING ALL SOURCES		\$2,923,400	<u>(\$2,923,400)</u>
POSSIBLE SURPLUS			\$35,089

SCHEDULE 6
CALCULATIONS OF MONIES TO BE RETURNED TO PARTIES AND NON-PARTY
CONTRIBUTORS IF MONIES REMAIN AFTER CONSTRUCTION OF PROJECT OR IF
AGREEMENT IS TERMINATED AFTER CONSTRUCTION OF PROJECT HAS BEEN
COMPLETED, ASSUMING PRIOR PAYMENT IN FULL BY ALL PARTIES AND NON-
PARTY CONTRIBUTORS

If the total monies remaining are under \$159,000, then to:

Wheaton Park District	33 1/3%
Community Unit School Dist. 200	33 1/3%
DuPage County	33 1/3%

If the total monies remaining are over \$159,000, then:

Of the first \$159,000, to:

Wheaton Park District	33 1/3%
Community Unit School Dist. 200	33 1/3%
DuPage County	33 1/3%

Of the next \$103,612, up to \$262,612, to:

Wheaton Park District	50%
Community Unit School Dist.200	50%

Of monies over \$262,612 , create a percentage based on the following fraction, and each receives the applicable percentage:

Wheaton Park District	\$37,000	numerator
Community Unit School Dist. 200	\$37,000	numerator
DuPage County	\$37,000	numerator
City of Wheaton	\$37,000	numerator
Union Pacific Railroad Company	\$41,400	numerator
Non-Party Contributor A	\$X	numerator
Non-Party Contributor B	\$Y	numerator
Non-Party Contributor C	\$Z	numerator

TOTAL

Denominator

For example, if Non-Party Contributors A, B and C were Milton Township, the Village of Winfield and the DuPage County Fair Association and each contributed \$10,000, then the Denominator is \$219,400. Assume the total monies remaining are \$275,000 . Community Unit School Dist. 200 would receive \$52,947 [33 1/3% of \$159,000] plus \$51,806 [50% of \$103,612] plus \$2,088.62 [\$37,000 divided by \$219,400 = 16.86% times \$12,388 (\$275,000 minus \$262,612) = \$2,088.62].

EXHIBIT A

DETAILED DESCRIPTION OF PROJECT

The Project is to construct an accessible overpass and trail linkages from the Illinois Prairie Path southwest through the Lincoln Marsh, Winfeld Creek Greenway, via the Cooley Ave. right of way, over the Union Pacific Railroad to Manchester Road, at a point adjacent to the DuPage County Fairgrounds and Monroe Middle School, linking these facilities to the entire DuPage County Government Center, senior housing development, Jefferson Elementary School, and Retail/Office Research Center. The proposed scope of work includes engineering design, construction of approach paths, construction of abutments, piers and other substructure elements, construction of drainage ditches, construction of access control fencing, lighting, pavement markings and signing as required. The Project corridor begins on the property of the Monroe Middle School, situated immediately east of the DuPage County Fairgrounds, on Manchester Road, one mile east of County Farm Road, in northwest Wheaton, in DuPage County, extends north across the 100-foot wide Union Pacific Railroad right-of-way, to a parcel owned by the Wheaton Park District, and continues approximately 100 feet to the Cooley Avenue right-of-way, within which the Illinois Prairie Path is located, a length of approximately one mile.

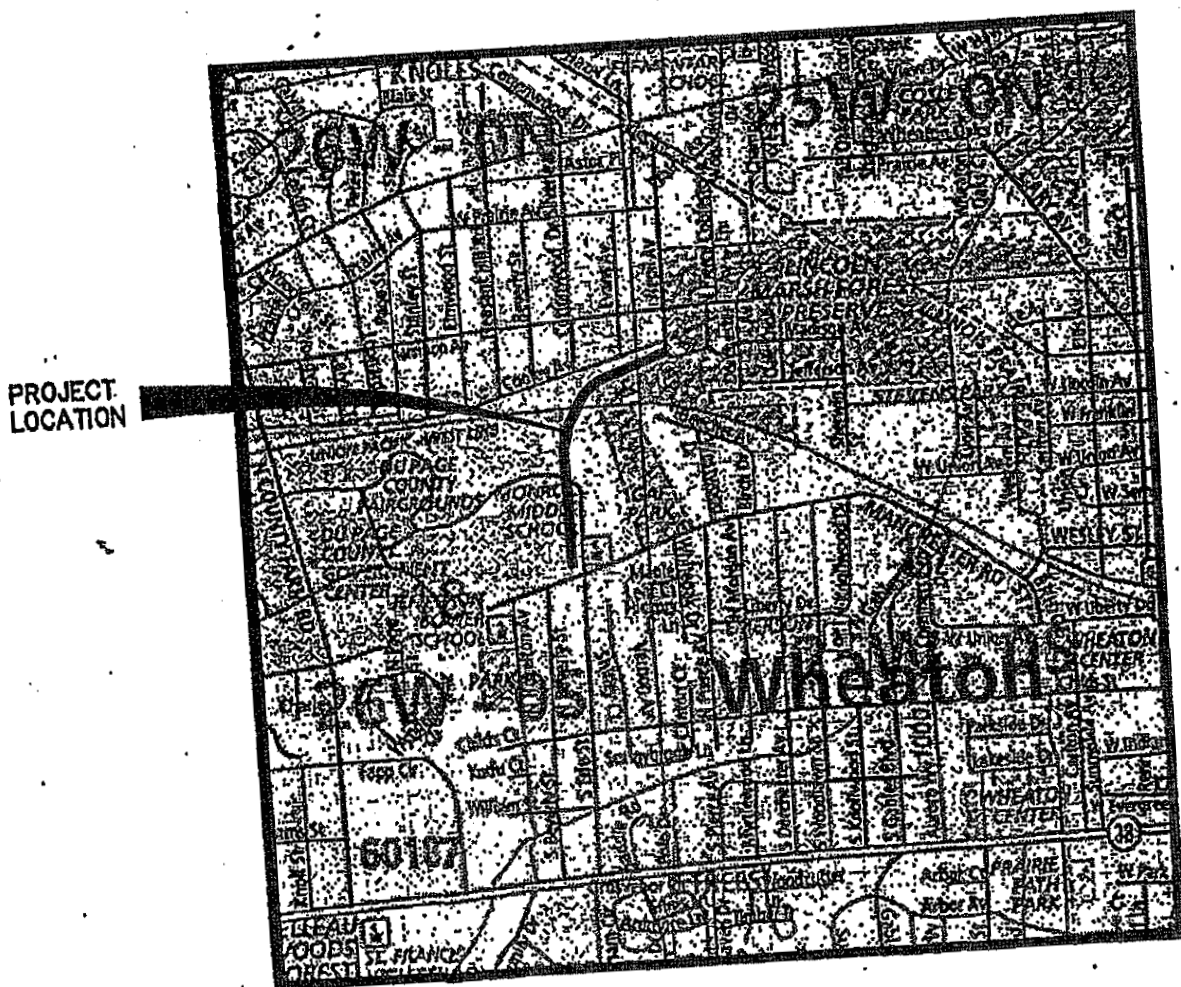
EXHIBIT B-1

PROJECT MAP

SEE ATTACHED

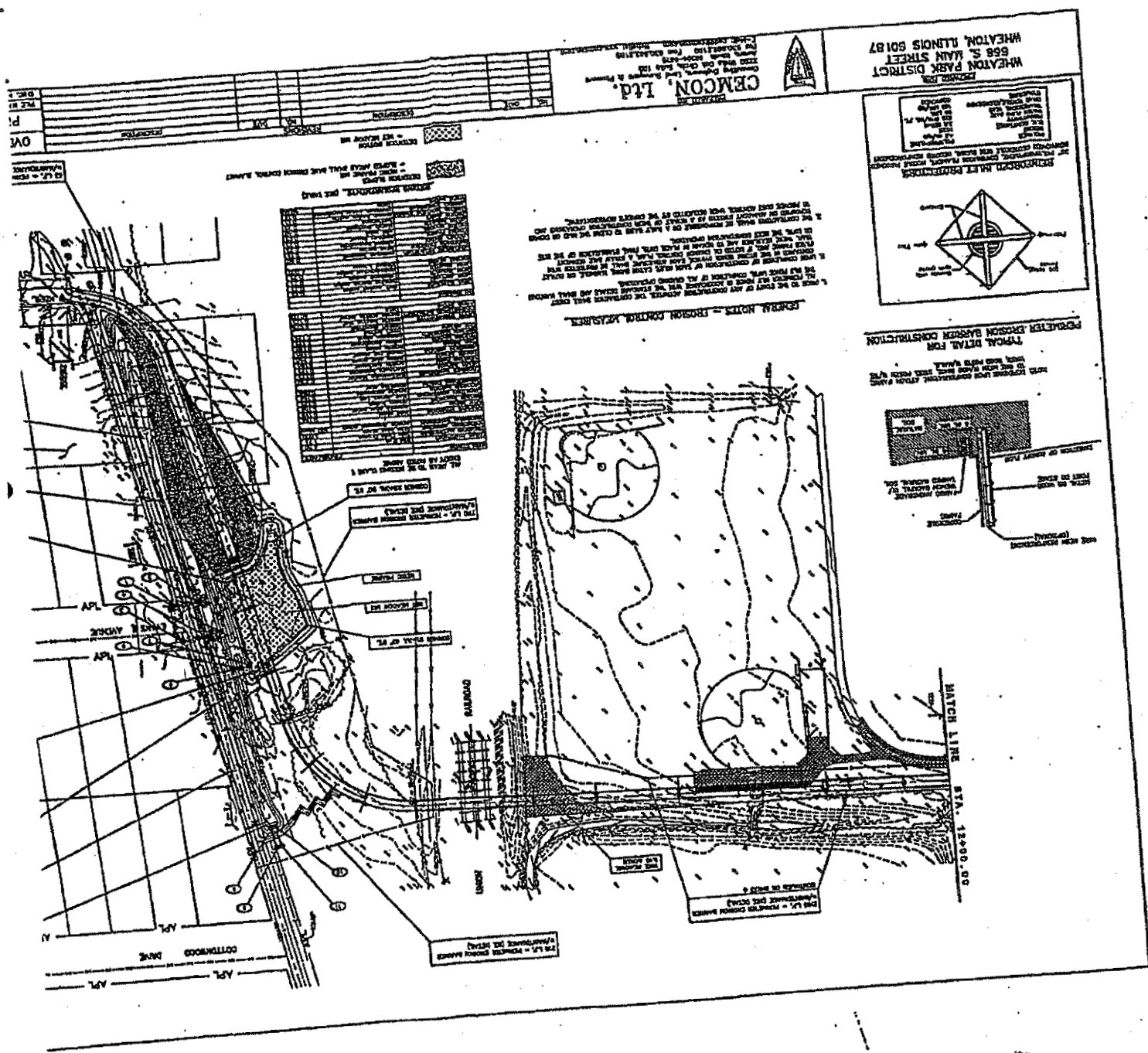
GE COUNTY, ILL

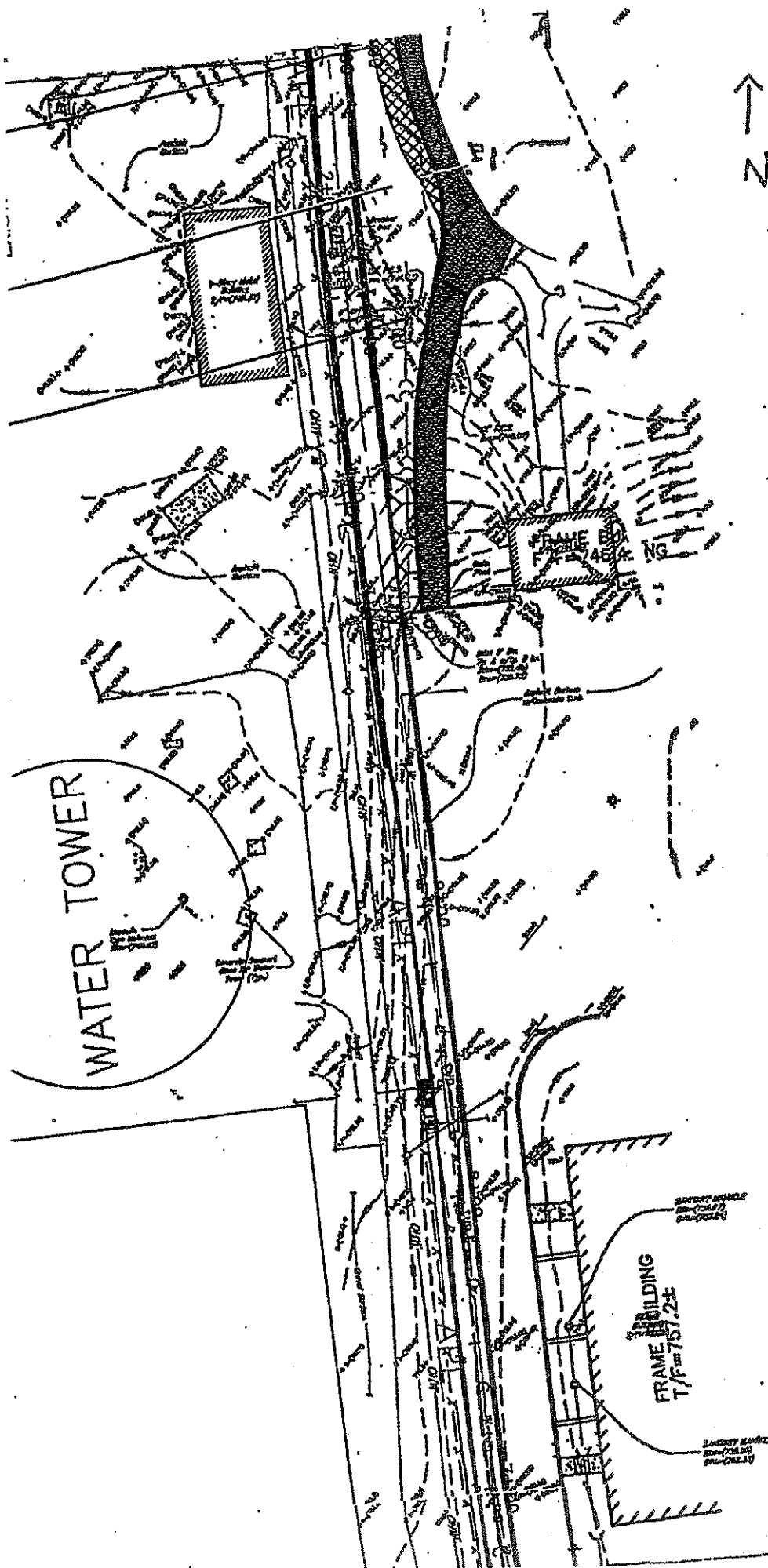
**STRIAN/BIKE PAT
ON PACIFIC RAIL**



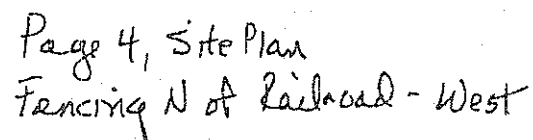
LOCATION MAP

EXHIBIT B-2
PROJECT SITE PLAN
SEE ATTACHED





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